



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Woodbridge Irrigation District Storm Drainage Discharge Agreement

MEETING DATE: October 20, 1993

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council approve the revised Storm Drainage Agreement between the Woodbridge Irrigation District and the City and authorize the City Manager to execute the agreement and appropriate an additional \$13,056.00 to the Storm Drain Maintenance Account.

BACKGROUND INFORMATION: As mentioned during some of the various budget meetings, the Woodbridge Irrigation District (WID) has requested an increase in the drainage fee the City pays to the District. The present annual fee is \$1.00 per acre within the City limits and has been unchanged since 1971 when the present Agreement was signed. In general, the Agreement allows the City to discharge storm water at specified locations, sets limits on the flow rate, and holds the City liable for any damage caused by this drainage. The Agreement was amended in 1983 and 1988 to cover modifications the City wished to undertake at the two major pump stations.

To say that this Agreement is important to the City is a gross understatement. The Canal has been an integral part of drainage planning since the early 1960's. Roughly the entire area west of Highway 99, south of Lockeford Street, is drained into the WID Canal at two pump stations. Millions of dollars worth of infrastructure is in place, all based on using the Canal for discharge. The General Plan calls for development west of Lower Sacramento Road, south of Lodi Avenue, and future development south of Harney Lane, both of which are also planned to drain to the Canal.

Public Works staff feels the District's request is reasonable in light of their increased costs to handle the mix of river and drainage water. To accommodate the request and obtain some return to the City for an increased fee, we rewrote the entire 1971 Agreement, incorporating the recent amendments. The Council was informed by memo of the negotiations in early September. The District Board approved the revised agreement on September 14. We are now presenting the Agreement to the City Council for final approval. The major points and changes from the previous Agreement are:

Service Area - The previous Agreement covers the area south of the Mokelumne River down to Armstrong Road, between the Canal one-half mile west of Lower Sacramento Road (which is the west boundary of the Park West subdivision and the west General Plan boundary) and one mile east of the CCT tracks east of Highway 99. Since the Mokelumne River is a firm boundary and we have one mile of "room" east and south of our present General Plan boundary, we moved the west boundary one mile further west. This will give future generations some additional flexibility in considering where the City might grow. (p. 1, § 2)

APPROVED

THOMAS A. PETERSON
City Manager



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Term - The previous Agreement was "...in perpetuity...". Both the District and the City Attorney noted that this language was inappropriate and possibly not legal. The District has agreed to a renewable, forty-year term, subject to cancellation "for cause". (p. 2, § 3)

Flow Rate - The District has offered to double the allowable discharge flow rate from 80 cubic feet per second (cfs) to 160 cfs. This may be of benefit to the City in the next fifteen years as we refine the preliminary drainage designs for the General Plan area. The major benefit will occur when the "planned reserve" area south of Harney Lane develops. This additional flow could mean smaller basins and will reduce holding time. (p. 2, § 4)

Future Improvements - The Agreement lists future street and utility crossings that will be needed to implement the General Plan. This will simplify the installation of these improvements as the Agreement will not need to be modified again when they are ready for construction. Most importantly, the District is allowing the construction of additional discharge points which will eliminate the need to extend pipes to the existing pump stations and allow better utilization of the increased flow rate mentioned above. Plans and specifications for the projects would be subject to District approval. (p. 3, § 4)

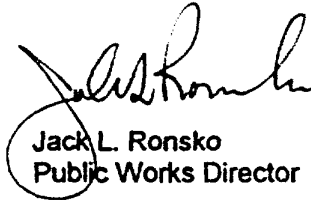
Liability - Under both the old Agreement and the proposed Agreement, the City is responsible for the drainage water. The proposed Agreement updates the old insurance requirements to reflect our participation in the Joint Powers Risk Management Authority. (p. 4, § 8 and 9)

Drainage Fee - The District initially requested an increase in the annual rate from \$1.00 to \$10.00 per acre. This would raise this year's fee nearly \$60,000.00, from \$6,528.00 to \$65,280.00. City staff worked with District staff to arrive at some compromise that would benefit both parties. Acknowledging that it costs the District about the same amount to handle drainage water as it does to deliver the same quantity of irrigation water, staff calculated an amount based on the estimated annual average storm water discharge quantity. Using this and the District's average cost to deliver water, we arrived at an annual fee of just under \$7.50 per acre. To ease the City's budget problem, we proposed to phase this in over two years and, in exchange for this, added an automatic annual adjustment of 3% starting in 1995. (The 3% is linked to the CPI so that in the event of large changes in inflation, the amount is recalculated.) This will result in an increase of \$13,058.00 this fiscal year. (p. 4, § 10)

Right of Succession - The old Agreement provided that in the event the District no longer wished to use a canal for irrigation, they were not obligated to maintain it for drainage. This was modified to allow the City the first right of refusal to succeed the District's rights to operate the Canal. (p. 5, § 11)

Staff feels strongly this revised agreement is in the best interest of the City and is fair with respect to the proposed drainage fee increase. There is no question that the right to discharge storm water to the Canal is important and valuable to the City. It is also not reasonable to expect that the \$1.00 figure agreed to in 1971 should extend forever. Although the increased costs presently come from the General Fund, staff has previously recommended that the operation and maintenance of the drainage system be considered as a utility function, not a general government service.

FUNDING: General Fund



Jack L. Ronsko
Public Works Director

Prepared by Richard C. Prima, Jr., Assistant City Engineer

JLR/RCP/lm

Attachment

cc: Street Superintendent
Woodbridge Irrigation District Manager, Anders Christensen

STORM DRAINAGE DISCHARGE AGREEMENT

This agreement made this ____ day of _____, 1993, by and between WOODBRIDGE IRRIGATION DISTRICT, a District organized and existing under the California Irrigation District Act, hereinafter called "DISTRICT" and the CITY OF LODI, a Municipal Corporation, hereinafter called "CITY".

WITNESSETH:

DISTRICT and CITY have entered into an agreement dated July 1, 1971 regarding discharge of storm waters from the CITY into the Canals of said DISTRICT; and,

said agreement has been modified by agreements dated November 9, 1983, and July 15, 1988; and,

CITY desires to continue the right to discharge water from its storm drain system in said canals; and,

DISTRICT is willing to continue to grant such right to the CITY upon certain definite conditions and understandings.

In consideration of and subject to the covenants and conditions herein contained, it is agreed by and between the parties as follows:

1. All previous agreements between CITY and DISTRICT with respect to said storm waters are hereby superseded, canceled and annulled; and this Agreement shall from the date hereof be the sole measure of all rights granted, obligations incurred, and the conditions prescribed. Prior agreements pertaining to CITY street and utility crossings of DISTRICT canals are not affected by this agreement.
2. The geographic area to which this Agreement applies and from which the CITY may collect and discharge waters into the DISTRICT canals is the territory within the CITY's corporate boundaries, but shall not extend beyond the territory that is bounded on the North by the Mokelumne River and the DISTRICT canals in Sections 33 and 34, Township 4 North, Range 6 East; on the West by the section line one and one-half mile west of Lower Sacramento Road; on the South by the section line on which Armstrong Road is situated; and on the East by the section line one mile east of the Central Traction Railroad right-of-way. Where the CITY's boundaries fall within existing or future streets, drainage from both sides of the street and the area immediately adjacent to the boundary may be included at CITY's discretion.

3. The CITY shall, subject to the terms and conditions hereinafter provided by this agreement, have the right to discharge into DISTRICT canals, waters collected by the storm drainage system (excluding industrial waste and sewage effluent) in a manner as described herein for forty years from the date of this agreement subject to cancellation by either party for cause. CITY and DISTRICT may also continue or extend this agreement by mutual consent.
4. It is recognized that the irrigation canals are for DISTRICT irrigation purposes and also for groundwater recharge purposes, and the CITY agrees to operate its facilities introducing water into said canal in a reasonable fashion such that it will not overload the canal or otherwise interfere with the operations of the DISTRICT and such that the quantities of water discharged by the CITY, when added to the water otherwise in the canal, shall not exceed the capacity of the canal or overflow the same. The DISTRICT recognizes its obligation to continue to operate and maintain its facilities in a prudent manner to accommodate the intent of this Agreement.

In addition to the above requirements, the total quantities of water discharged by the CITY at any one time shall not exceed the flow rate of 160 cfs and shall be regulated by the CITY such that when the canal is in use by the DISTRICT for irrigation, during the first twelve (12) hours of a storm, the rate shall be limited to 40 cfs total from all outlet locations unless otherwise approved by the DISTRICT. At all other times, the flow rate of discharge shall not exceed 60 cfs from any one outlet location.

5. The CITY agrees to:
 - a. Install and maintain flow metering devices on each outlet. District shall be given constant access to instantaneous discharge data and furnished with available recorded data.
 - b. Do no work in the right-of-way of the DISTRICT other than inspection and routine maintenance, without receiving authorization from the DISTRICT.
 - c. Allow DISTRICT to inspect pumping stations, flow metering and recording devices, and outlet facilities.
 - d. Install concrete or rip rap material at outlet locations, at the request of the DISTRICT, as needed to protect the canal from erosion due to the discharge of water by the CITY.
 - e. Maintain the chain link fence and gates and the DISTRICT's area enclosed within the CITY's Beckman Pump Station located on the east side of the DISTRICT's right of way south of Century Boulevard, and at additional points of discharge as agreed upon.

6. The DISTRICT agrees to:

- a. Allow CITY access along the east side of DISTRICT's right of way southerly from Century Boulevard to the Beckman Pump Station.**
- b. Allow CITY to construct the following facilities across the South Main canal:**
 - 1. a street crossing approximately midway between Harney Lane and Armstrong Road;**
 - 2. a street crossing at the southerly extension of Mills Avenue;**
 - 3. a widened street crossing at Turner Road;**
 - 4. a widened street crossing at Lower Sacramento Road;**
 - 5. a widened street crossing at Harney Lane;**
 - 6. utility crossings west of Lower Sacramento Road at two locations.**

Plans and specifications for said facilities shall be prepared by CITY and shall include appropriate provisions for conveyance of water and flow control in the DISTRICT's canals. Said plans and specifications are subject to approval by DISTRICT and shall not interfere with the DISTRICT's use, design or future plans for the canal. In this section, "street crossing" includes typical utility lines.

- c. Allow CITY to modify the existing pump stations known as Beckman Pump Station and Shady Acres Pump Station and/or to construct additional discharge points to accommodate the service area. Plans and specifications for said modifications or discharge points are subject to approval by DISTRICT and shall incorporate modifications as necessary to DISTRICT's control structures and gates to provide adequate capacity for the planned discharge.**
 - d. Allow CITY to purchase water from DISTRICT for non-potable water uses such as landscaping irrigation and construction water application. The annual amount of such withdrawals shall not exceed the amount of CITY's average annual storm drainage discharge and availability of water is subject to the DISTRICT's ability to deliver such water and the higher priority of DISTRICT's irrigation demands. Plans and specifications for withdrawal facilities are subject to approval by DISTRICT.**
- 7. The CITY agrees that it will take reasonable precautions and make reasonable efforts to prevent the collection or accumulation in its storm drain system of toxic substances, pollutants or wastes , and to take such measures as are reasonable and customary in the operation of storm drainage systems to remove from such storm waters any such substances, or parts thereof, which may adversely affect DISTRICT operations, as can reasonably be removed before allowing the same to flow into said canals.**

8. The quality of water to be discharged in the DISTRICT's canal by the CITY is and shall be the sole responsibility of the CITY. In the event of the passage of any law, ordinance, or order by any governmental agency setting standards or otherwise affecting or controlling the water discharge by the CITY in the DISTRICT's canal, the CITY shall comply therewith, and, in the event of any legal action or other proceeding in connection with such law, ordinance or order, the CITY shall conduct the same on its own behalf and on behalf of the DISTRICT when requested by the DISTRICT, all without any expense or cost to the DISTRICT.
9. During the time CITY is discharging water into DISTRICT's canal system, CITY assumes all responsibility therefor, and for any damage resulting from the negligence, active or passive, of the CITY, its agents, or employees. Furthermore, CITY agrees to indemnify, protect and hold harmless the DISTRICT from any loss or damage to DISTRICT's property, or to the property or persons of third parties or from any claims or demands which may be filed, claimed or commenced against DISTRICT, or from any expense connected therewith, arising out of the negligence, active or passive of the CITY in the discharge of water. In furtherance of these covenants, CITY agrees to furnish to DISTRICT proof of insurance coverage under the California Joint Powers Risk Management Authority insurance pool in which CITY is a participant, naming DISTRICT as an additional insured.
10. CITY agrees to pay to DISTRICT annually a sum equal to the total acreage located within the incorporated limits of the City of Lodi and which lies within the territory defined in Section 2 of this agreement, multiplied by the annual rate shown below.

<u>Year</u>	<u>Rate</u>
1993	\$3.00
1994	\$5.75
1995	\$7.91

The rate for subsequent years shall be increased three percent per year, rounded to the nearest whole cent. In the event the December annual change in Consumer Price Index (CPI-W) as published by the United States Bureau of Labor Statistics falls below one percent or exceeds five percent, the increase shall be adjusted as mutually agreed by both parties.

It is agreed that the total acreage of the incorporated limits of the City of Lodi within the service area on January 1, 1993 was 6528 acres. The annual compensation shall hereafter be paid to DISTRICT by July 30 of each year based on the acreage as of January 1 of that calendar year.

11. If the DISTRICT no longer desires to maintain any canal used to convey storm water to satisfy its purposes, the DISTRICT will no longer have any responsibility to maintain said canal for the disposal of CITY waters. In such case, the CITY shall have first right of refusal to succeed to whatever right or title DISTRICT may have to such canal.
12. If the CITY fails to perform properly any of its obligations under this Agreement or violates any of the terms hereof, and still fails and refuses to so do after 30 days notice, the DISTRICT may, at its option, cancel and terminate this Agreement and all the rights given the CITY hereby shall be terminated and ended.
13. This agreement is binding on the heirs, successors and assigns of the parties hereto.

The parties have executed this Agreement the day and year herein above written.

WOODBIDGE IRRIGATION DISTRICT

By: 

William Stokes

President of the Board of Directors

ATTEST: 

Anders Christensen

Secretary to the Board

CITY OF LODI,

a Municipal Corporation

By: _____

Thomas A. Peterson

City Manager

ATTEST: _____

Jennifer M. Perrin

City Clerk

APPROVED AS TO FORM:



Bob McNatt, City Attorney